

1 the permanent professional guardian licensing records of Ms. Caldwell and Kuehn & Caldwell
2 Agency and will be a public record and subject to public access.

3 **I. STATEMENT OF FACTS**

4 **A.** On or about March 12, 2007, a written grievance was filed with the Board alleging
5 misconduct by Ms. Caldwell, Ms. Mary (Kathy) Kuehn, CPG No. 4779, and Kuehn & Caldwell
6 Agency, in the performance of their job duties as court-appointed guardians. Pursuant to the
7 Disciplinary Regulations for Certified Professional Guardians (DR), the Board is investigating
8 this grievance. In lieu of requesting an immediate suspension from the Washington Supreme
9 Court of the professional guardian certification of Ms. Caldwell and Kuehn & Caldwell Agency,
10 the Board has agreed to enter into this Agreement with Ms. Caldwell and Kuehn & Caldwell
11 Agency.

12 **B.** At all times relevant herein, Ms. Caldwell was a certified professional guardian
13 pursuant to General Rule of Court (GR) 23.

14 **C.** At all times relevant herein, Kuehn & Caldwell Agency was a certified professional
15 guardian agency pursuant to GR 23.

16 **D.** Kuehn & Caldwell Agency is certified as a professional guardian agency pursuant to
17 GR 23. GR 23(d)(2) requires that to qualify as a certified guardian agency, the agency must
18 designate a minimum of two certified professional guardians as persons with final decision-
19 making authority for incapacitated persons or their estates on behalf of the agency (designated
20 CPGs). Ms. Caldwell and Ms. Kuehn are listed as the designated CPGs for Kuehn & Caldwell
21 Agency, according to the records of the Board. However, Ms. Kuehn has advised the Board that
22 at this time she is no longer a designated CPG for this Agency. Ms. Caldwell acknowledges that
23 she is the only designated CPG for Kuehn & Caldwell Agency at this time.
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1 II. OBLIGATIONS OF MS. CALDWELL PURSUANT TO THIS
2 AGREEMENT

3 A. Ms. Caldwell agrees that she will accept no new appointments as a court-appointed
4 guardian, either as an individual or on behalf of a guardianship agency. Kuehn & Caldwell
5 Agency agrees to accept no new appointments as a court-appointed guardian.

6 B. Ms. Caldwell agrees to notify the court in writing within 30 days of the effective date
7 of this Agreement on all cases in which Kuehn & Caldwell Agency is the court-appointed
8 guardian that the agency no longer has two designated CPGs as required by GR 23. Ms.
9 Caldwell will either seek a successor guardian on the agency's cases or else, with approval from
10 the court in which the case is filed, secure a second CPG for the Kuehn & Caldwell Agency
11 within 90 days of the effective date of this Agreement. If the superior court appoints a successor
12 guardian on any of the Kuehn & Caldwell Agency cases, Ms. Caldwell may not accept
13 appointment as the successor guardian, either individually or as a designated CPG for another
14 agency.

15 C. Ms. Caldwell and Kuehn & Caldwell Agency agree to cooperate with an audit by the
16 Board of all guardianship case files in which Kuehn & Caldwell Agency is the guardian, or in
17 which Ms. Caldwell, individually, is the guardian. The number of files audited and the selection
18 of those files will be in the sole discretion of the Board. The purpose of the audit will be to
19 determine whether the conduct of Ms. Caldwell and Kuehn & Caldwell Agency has met the
20 requirements of the Standards of Practice for Certified Professional Guardians, the statutory
21 requirements for performing the duties of court-appointed guardians and has complied with court
22 orders on individual cases.
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1 D. Ms. Caldwell and Kuehn & Caldwell Agency acknowledge that entering into this
2 Agreement does not preclude the Board from imposing disciplinary sanctions and remedies on
3 either party at a later date as a result of the Board's investigation into this disciplinary matter.

4 E. In lieu of meeting the requirements of Paragraphs II.B and II.C of this Agreement,
5 Ms. Caldwell and Kuehn & Caldwell Agency may notify the Board that the Board may decertify
6 them as of September 4, 2007, in which case the Board will terminate its investigation as to this
7 grievance.

8 F. Ms. Caldwell and the Kuehn & Caldwell Agency agree that the Board may advise the
9 superior courts of the state of Washington, as well as the grievant, of this Agreement, and give
10 notice of the pending grievance against the parties, and the contents of that grievance.

11 III. VIOLATION OF AGREEMENT

12 Violation of this Agreement by Ms. Caldwell or the Kuehn & Caldwell Agency will
13 constitute grounds for discipline under the Disciplinary Regulations for Certified Professional
14 Guardians. In the event of an alleged breach of this Agreement, the Board shall provide notice to
15 the professional guardian or guardian agency alleged to be in breach of the Agreement of the
16 allegations regarding breach of the Agreement, and the professional guardian or agency so
17 notified shall have 30 days to respond to the allegations of breach. If the Board finds that the
18 Agreement has been breached, the Board may pursue disciplinary action against the professional
19 guardian or agency for violation of the Agreement.
20

21 VII. ENTIRE AGREEMENT

22 This Agreement comprises the entire agreement of the parties with respect to the matters
23 covered herein, and no other agreement, statement, or promise made by any party which is not
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1 included herein shall be binding or valid. This Agreement may be modified or amended only by
2 a written amendment signed by all parties.

3 **VIII. SEVERABILITY**

4 The provisions of this Agreement are intended to be severable. If any term or provision
5 of this Agreement is illegal or invalid for any reason, the remainder of the Agreement will not be
6 affected.


7 **IX. LAWS GOVERNING**

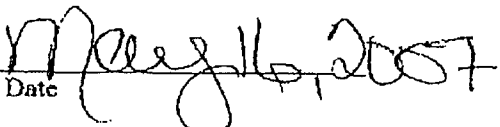
8 This Agreement shall be governed by the laws of the State of Washington, and any
9 question arising from the Agreement shall be construed or determined according to such law.
10 This Agreement is a public record and is subject to public disclosure or release.

11 **X. RIGHT TO COUNSEL**

12 Ms. Caldwell and Kuehn & Caldwell Agency acknowledge that each has the right to
13 individual counsel to represent each party in this disciplinary matter, at the party's expense, as
14 set forth in Disciplinary Regulation 508. Ms. Caldwell and Kuehn & Caldwell Agency
15 acknowledge that each has either consulted with counsel or has had the opportunity to do so and
16 chosen not to consult with counsel.
17

18 The foregoing is agreed to by:

19
20
21 
22 Marsha Caldwell
23 Certified Professional Guardian No. 9594
24 Individually and on behalf of
25 Kuehn & Caldwell Guardian Care & Consulting
Certified Professional Guardian Agency No. 10083


Date

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1 APPROVED AND ORDERED BY THE CERTIFIED PROFESSIONAL GUARDIAN
2 BOARD THIS

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4 22 DAY OF JUNE, 2007.

5
6 Vicki L Hogan
7 Judge Vicki L. Hogan
Chair, Certified Professional Guardian Board

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